

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN**

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June Schindler,

No. 3:24-cv-0008-jdp

Plaintiff,

vs.

Best Egg, Inc.,, Lending Club Bank,  
Upgrade, Inc., and , Upstart Network, Inc.,

Defendants.

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**NOTICE OF MOTION AND MOTION TO AMEND COMPLAINT  
TO DISMISS LENDING CLUB BANK AS A PARTY**

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TO: Defendants, c/o their respective legal counsel

Plaintiff June Schindler moves to amend the Complaint to strike and dismiss her claims against Lending Club Bank, in the above-captioned action with prejudice, pursuant to Rule 15(a) of the Federal Rules of Civil Procedure. In support of this motion, Schindler through her legal counsel, states as follows.

1. This case was initiated in Wisconsin State Court in 2023, and was removed to federal court in January of 2024.
2. The reason for this request is that Schindler and Lending Club Bank have resolved their dispute.

3. A notice or stipulation of dismissal per Wis. Stat. § 805.04 filed in state court would normally resolve these claims, as Wisconsin law allows a notice of dismissal or a stipulation of dismissal as the appropriate vehicle to dismiss settling defendants.
4. However, Federal law as interpreted by the 7<sup>th</sup> Circuit Court of Appeals does not allow this approach. Rather, the appropriate vehicle to dismiss individual claims or parties is a motion to amend the pleadings under Rule 15(a). See *Taylor v. Brown*, 787 F. 3d 851, 857-58 (7th Cir. 2015).
5. Accordingly, pursuant to Rule 15(a), Plaintiff June Schindler requests that her Complaint be amended to strike and dismiss her claims against Lending Club Bank with prejudice, with each party to pay their own attorneys' fees and costs.

**WHEREFORE**, Plaintiff June Schindler respectfully request that the Court: (1) grant her request to amend her Complaint pursuant to Rule 15(a)(2); (2) deem all of Schindler's claims against Lending Club Bank to be stricken from the pleadings; and (3) dismiss all such claims against Lending Club Bank with prejudice, and (4) dismiss Lending Club Bank from this action, with each party to pay their own attorney fees and costs.

DATED: January 10, 2024

s/Eric L. Crandall  
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